



**STATE OF IOWA
REQUEST FOR BID**

****THIS IS NOT AN ORDER****

RFB# 005 04053105DK 1
DATE: 06/01/05
Page: 1 of 11
FUNCTION: New
DUE DATE: 2005-06-17
DUE TIME: 14:00:00
ABOVE RFB NUMBER MUST APPEAR ON ALL
CORRESPONDENCE.

CONTACT

BUYER :

ISSUER : DAVID KAILI
Dave.Kaili@iowa.gov
5152814774

REQUEST FOR BID

NOTICE: DIRECT ALL QUESTIONS TO THE BUYER LISTED. CORRESPONDENCE MUST REFERENCE BID NUMBER. BIDS MUST BE MADE EITHER THROUGH THE STATE OF IOWA VENDOR SELF SERVICE WEBSITE OR ON THIS FORM. BIDS SUBMITTED IN PAPER FORM MUST BE SIGNED AND ARRIVE IN AN ENVELOPE MARKED WITH BID NUMBER AND DUE DATE. THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. LATE BIDS WILL NOT BE CONSIDERED.

SOLICITATION DESCRIPTION

Paint and Paint Products

The bidder accepts the following unless otherwise specified:	Approved By	
	Name	
FOB	Company	
Payment Terms	Address	
Bid is valid for 90 Days	City, St, Zip	
Delivery Date	Phone	
FEIN #	Fax	



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST	EXTENDED COST / CONTRACT AMT
1	0.00000	EA	630 PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED *****INFORMATION ONLY***** PLEASE MAKE CERTAIN THAT THE COMMODITY YOU BID MEETS THE SPECIFICATIONS OF THE MASTER PAINTERS INSTITUTE NUMBER (MPI#) BID FOB DESTINATION		
2	0.00000	EA	630 BIDS MUST BE RETURNED IN A SEALED ENVELOPE PRIOR TO THE BID OPENING TIME PAINT, PROTECTIVE COATINGS, VARNISH, WALLPAPER, AND RELATED THIS BID WILL GENERATE THE NEW PAINT AND PAINT PRODUCTS CONTRACT FOR THE STATE OF IOWA. PLEASE ATTACH A SEPERATE SHEET OF PAPER LISTING ANY ENHANCEMENTS YOU WILL GIVE TO THE STATE TO MAKE THIS CONTRACT ATTRACTIVE TO OUR CUSTOMERS. PLEASE STATE YOUR DISCOUNT ALLOWED FOR USE OF THE PROCUREMENT CHARGE CARD FOR PAYMENT. WHAT PERCENT REBATE WILL YOU ALLOW QUARTERLY FOR TOTAL DOLLAR USAGE ON THE CONTRACT, INCLUDING DOLLARS SPENT BY POLITICAL SUB-DIVISIONS? INCLUDE ANY OTHER ENHANCEMENTS YOUR COMPANY MAY OFFER		
3	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI# 46 1120-1200 ALKYD UNDERCOATER SOLVENT BASE 5GALLON \$_____ 1120-1200 ALKYD PRIMER SOLVENT BASE 1 GALLON \$_____		
4	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI# 50 1020-1200 LATEX UNDERCOATER WATER BASE 5 GALLON \$_____ 1 GALLON \$_____		
5	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI# 50 1030-1200 PVA INTERIOR LATEX PRIMER WATER BASE 5 GALLON \$_____ 1 GALLON \$_____		
6	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI# 45,46,69 1110-1000 ALKYD STAIN KILLER/PRIMER WATER BASE 1 QUART \$_____ 1 GALLON \$_____		



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7	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI# 50 LM9116 LOW ODOR/ZERO VOC LATEX PRIMER WATER BASE 5 GALLON \$_____		
			1 GALLON \$_____		
8	0.00000	EA	63056 Paint, House and Trim MPI# 49 1310 1000 FLAT ALKYD WALL SOLVENT BASE 5 GALLON \$_____		
			1 GALLON \$_____		
9	0.00000	EA	63056 Paint, House and Trim MPI# 53 1250-0100 SPEEDWALL LATEX FLAT WATER BASE 5 GALLON \$_____		
			1 GALLON \$_____		
10	0.00000	EA	63056 Paint, House and Trim MPI# 53 1210-0100 ULTRA HIDE LATEX FLAT WATER BASE 5 GALLON \$_____		
			1 GALLON \$_____		
11	0.00000	EA	63056 Paint, House and Trim MPI# 55 1380-1200 ALKYD DRY MIST SOLVENT BASE		
			5 GALLON \$_____		
12	0.00000	EA	6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #47 1516-0100 INTERIOR ALKYD SEMI GLOSS SOLVENT BASE 5 GALLON \$_____		
			1 GALLON \$_____		
13	0.00000	EA	6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #54 1434-0100 LO LUSTRE LATEX ENAMEL WATER BASE 5 GALLON \$_____		
			1 GALLON \$_____		
14	0.00000	EA	6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #54 1416-1000 ULTRA HIDE LATEX SEMI GLOSS WATER BASE 5 GALLON \$_____		
			1 GALLON \$_____		
15	0.00000	EA	6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #118, 133 1482-1200 ACRYLIC DRY MIST EGGSHELL WATER BASE 5 GALLON \$_____		



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16	0.00000	EA	6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #145 LM9300 ZERO VOC/LOW ODOR EGGSHELL LATEX WATER BASE 5 GALLON \$_____		
17	0.00000	EA	1 GALLON \$_____ 6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #147 LM9200 ZERO VOC/LOW ODOR SEMI GLOSS WATER BASE 5 GALLON \$_____		
18	0.00000	EA	1 GALLON \$_____ 6305626 PAINT, ALKYD BASE ENAMEL, SEMI-GLOSS MPI #44 1412-0100 ULTRA HIDE LATEX EGGSHELL WATER BASE 5 GALLON \$_____		
19	0.00000	EA	1 GALLON \$_____ 6308456 STAINS AND FINISHES, POLYURETHANE MPI #90 1700-0500 INTERIOR WOOD STAIN CLEAR SOLVENT BASE 1 GALLON \$_____		
20	0.00000	EA	1700-XXXX INTERIOR WOOD STAIN PRE MIXED COLORS 1 GALLON \$_____ 6308456 STAINS AND FINISHES, POLYURETHANE MPI #102 1916-0000 QUICK DRY SANDING SEALER SOLVENT BASE 5 GALLON \$_____		
21	0.00000	EA	1 GALLON \$_____ 6308456 STAINS AND FINISHES, POLYURETHANE MPI #56 1908-0000 URETHANE GLOSS VARNISH SOLVENT BASE 1 QUART \$_____		
22	0.00000	EA	1 GALLON \$_____ 6308456 STAINS AND FINISHES, POLYURETHANE MPI #57 1902-0000 URETHANE SATIN VARNISH SOLVENT BASE 1 QUART \$_____		
23	0.00000	EA	1 GALLON \$_____ 6308272 PRIMER, LATEX, EXTERIOR MPI #5 2110-1200 EXTERIOR ALKYD PRIMER SOLVENT BASE 5 GALLON \$_____		
24	0.00000	EA	1 GALLON \$_____ 6308272 PRIMER, LATEX, EXTERIOR MPI #6 2010-1200 EXTERIOR LATEX PRIMER WATER BASE 5 GALLON \$_____		



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST	EXTENDED COST / CONTRACT AMT
25	0.00000	EA	1 GALLON \$_____ 6305639 PAINT, EXTERIOR, LATEX, WATER BASE, FLAT MPI #10 2210-0100 DURUS EXTERIOR LATEX FLAT WATER BASE 5 GALLON \$_____		
26	0.00000	EA	1 GALLON \$_____ 6305639 PAINT, EXTERIOR, LATEX, WATER BASE, FLAT MPI #10 2200 PREMIUM GRADE LATEX FLAT WATER BASE 5 GALLON \$_____		
27	0.00000	EA	1 GALLON \$_____ 63056 Paint, House and Trim MPI #15 2403 PREMIUM GRADE EXTERIOR SATIN WATER BASE 5 GALLON \$_____		
28	0.00000	EA	1 GALLON \$_____ 63056 Paint, House and Trim MPI #11 2406 PREMIUM GRADE EXTERIOR GLOSS WATER BASE 5 GALLON \$_____		
29	0.00000	EA	1 GALLON \$_____ 63084 Stains and Varnishes MPI #14 2700-XXXX SOLID COLOR OIL STAIN SOLVENT BASE 5 GALLON \$_____		
30	0.00000	EA	1 GALLON \$_____ 63084 Stains and Varnishes MPI #13 2710-XXXX SEMI TRANSPARENT OIL STAIN SOLVENT BASE 5 GALLON \$_____		
31	0.00000	EA	1 GALLON \$_____ 63084 Stains and Varnishes MPI #16 2600-XXXX SOLID COLOR WATER BASE STAIN 5 GALLON \$_____		
32	0.00000	EA	1 GALLON \$_____ 63084 Stains and Varnishes MPI #33 2610-XXXX SEMI TRANSPARENT WATER BASE STAIN 5 GALLON \$_____		
33	0.00000	EA	1 GALLON \$_____ Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #135 4120-1000 INTERIOR/EXTERIOR ALKYD UNIVERSAL METAL PRIMER		



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34	0.00000	EA	1 GALLON \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #48 3118-XXXX POLYURETHANE FLOOR ENAMEL INTERIOR/EXTERIOR SOLVENT		
35	0.00000	EA	1 GALLON \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #23, 69, 76, 79, 135 4160-6120 QUICK DRY ALKYD METAL PRIMER GRAY		
36	0.00000	EA	5 GALLON \$_____		
			1 GALLON \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #48 4308-XXXX ALKYD INDUSTRIAL ENAMEL INTERIOR/EXTERIOR SOLVENT BASE		
			5 GALLON \$_____		
			1 GALLON \$_____		
			4308-XXXX ALKYD INDUSTRIAL ENAMEL OSHA COLORS		
37	0.00000	EA	1 GALLON \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #153 4216-0100 DEVFLEX ACRYLIC INTERIOR/EXTERIOR ENAMEL WATER BASE		
			5 GALLON \$_____		
			1 GALLON \$_____		
			4216-XXXX DEVFLEX ACRYLIC INTERIOR/EXTERIOR OSHA COLORS		
38	0.00000	EA	1 GALLON \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #107, 134 4020-1000 DEVFLEX DTM INTERIOR/EXTERIOR ACRYLIC METAL PRIMER		
			5 GALLON \$_____		
			1 GALLON \$_____		
39	0.00000	EA			
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI #4 4000-1000 INTERIOR/EXTERIOR HEAVY DUTY ACRYLIC BLOCK FILLER		
			5 GALLON \$_____		



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40	0.00000	EA	63066 Paints, Traffic MPI #1 4308-9020 ALKYD ALUMINUM HEAT RESISTNAT SOLVENT BASE 1 GALLON \$_____		
41	0.00000	EA	63066 Paints, Traffic MPI #32 22691 OR 22692 ALKYD TRAFFIC PAINT YELLOW SOLVENT BASE 5 GALLON \$_____		
42	0.00000	EA	1 GALLON \$_____ 63066 Paints, Traffic MPI #32 22693 OR 22694 ALKYD TRAFFIC PAINT WHITE SOLVENT BASE 5 GALLON \$_____		
43	0.00000	EA	1 GALLON \$_____ 63066 Paints, Traffic MPI #97 22685 OR 22686 LATEX TRAFFIC PAINT YELLOW WATER BASE 5 GALLON \$_____		
44	0.00000	EA	1 GALLON \$_____ 63066 Paints, Traffic MPI #97 22683 OR 25524 LATEX TRAFFIC PAINT WHITE WATER BASE 5 GALLON \$_____		
45	0.00000	EA	1 GALLON \$_____ Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 348XX SPRAY CANS ENAMEL ALL COLORS INCLUDING OSHA \$_____ 1110-1300 SPRAY CANS PRIMER/SEALER STAIN KILLER \$_____		
46	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 31041 OR 31040 PAINT THINNER METAL CONTAINERS 5 GALLON \$_____		
47	0.00000	EA	1 GALLON \$_____ Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 31043 OR 31042 LACQUER THINNER HIGH GRADE 5 GALLON \$_____ 1 GALLON \$_____		



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48	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 91925 OR 91926 LIQUID SANDER, CLEANER, DEGREASER 1 QUART \$_____		
			1 GALLON \$_____		
49	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A BOILED LINSEED OIL 5 GALLON \$_____		
			1 GALLON \$_____		
50	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 20814 OR 20815 NO SHRINK SPACKLE 1 QUART \$_____		
			1 GALLON \$_____		
51	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A 41674 OR 41675 SYNCHLOIDS SPACKLE PAST 1 QUART \$_____		
			1 GALLON \$_____		
52	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A DAP 33 GLAZING COMPOUND 1 GALLON \$_____		
53	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi 3810-0120 SILICONIZED ACRYLIC CAULK CARTRIDGE EACH \$_____		
54	0.00000	EA	Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A COLORANTS 1790 YELLOW OXIDE (YOX) 1791 LEMON YELLOW (LFY) 1792 THALO GREEN (GRN) 1793 THALO BLUE (TBL) 1794 WHITE (WHT) 1795 MAGENTA (MAG) 1796 FAST RED (FFR) 1797 BLACK (BLK)		



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55	0.00000	EA	1798 OXIDE RED (OXR) 1 QUART \$_____		
			Additives and Miscellaneous Paint Ingredients: Driers, 63003 Fungi MPI # N/A TINT CHARGE OTHER THAN PRE MIXED COLORS PER GALLON 1 GALLON \$_____		



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal no. _____ [or bid no. _____] and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State of the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure-A

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance-A

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance-B

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification



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To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.